

Waterloo

Waterloo Assn. of Prof. FF

7/1/2006 6/30/2009

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AGREEMENT

This Agreement made and entered into this ____ day of _____, 2006 by and between the **CITY OF WATERLOO, IOWA**, (hereinafter referred to as "City") and the **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #66**, (hereinafter referred to as the "Union").

PURPOSE

The purpose of the Agreement is:

- A. To provide, where otherwise not mandated by statute or ordinance, the salary structure, employment conditions and other employment benefits of Fire Department employees;
- B. To prevent interference and interruptions with the efficient and orderly operation of the Waterloo Fire Department;
- C. To provide an orderly, fair and prompt adjustment of grievances; and
- D. To provide that this Agreement shall extend from July 1, 2006 to June 30, 2009.

ARTICLE I - RECOGNITION OF THE UNION

1.01 Exclusive Bargaining Representative

The City recognizes the Union as the exclusive bargaining representative for collective bargaining negotiations with respect to rates of pay, salaries, hours and other terms and conditions of employment for all employees as hereinafter defined employed by the Waterloo Fire Department of the City of Waterloo, Iowa, for the period of this Agreement pursuant to 20.9 of the Public Employment Relations Act of the State of Iowa.

1.02 Bargaining Unit Defined

The term "employees" used herein shall mean all uniformed members of the Waterloo Fire Department, including fire fighters, fire engineers, paramedics and lieutenants, as set forth in the Order of Certification dated October 23, 1975, issued in reference to Case No. 176 by the Public Employment Relations Board of the State of Iowa, and amended by agreement of the parties. In the event that the General Assembly of the State of Iowa enacts any legislation or the Supreme Court of Iowa interprets any of the existing legislation which otherwise defined a bargaining unit for Public Employee Groups, said definition shall control future relationships between the City and the Union.

ARTICLE II - UNION MEMBERSHIP

2.01 Membership Eligibility

All employees of the Fire Department, except those excluded by 1.02, shall be eligible to join the Union upon completion of their twelve (12) month probationary period.

2.02 Harassment and/or Discrimination re: Membership or Non-Membership Prohibited

The City and the Union each agree not to interfere with the right of employees to become or not to become members of the Union.

There shall be no discrimination or coercion against an employee because of Union membership or non-membership, or by reason of an employee holding an office in the Union.

There shall be no discrimination in wages, hours or working conditions because of membership in the Union.

ARTICLE III - UNION COMMUNICATIONS AND MEETINGS

3.01 Authorized Union Communications to Employees

The City shall permit the Union to use bulletin boards, PBX system and vocal speaker system for the posting and notification of all Union business.

3.02 Meeting Room

The City shall furnish the basement meeting room at Fire Department headquarters for the purpose of all Union meetings.

3.03 Union Executive Board

The Union Executive Board consists of the President, Recording Secretary and Secretary-Treasurer.

3.04 Union Executive Board Meetings

- A. The Union Executive Board members shall remain on duty to, from and during Union meetings and will keep in contact with Fire Department headquarters by means of radio.
- B. For any Union Executive Board member who is on duty at the time of a scheduled or special Union meeting, the City shall send a relief employee to that board member's duty station for the purpose of allowing said Board member to attend such meeting.

3.05 Time Off For Local Union Duties

Members of the Association who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract, shall be permitted a reasonable amount of time free from the regular duties to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the City and its employees in the uninterrupted operation of the Government.

3.06 Time Off For Other Union Duties

The City shall furnish time off for delegates to attend the following conventions:

- A. Two (2) delegates to the International Association of Fire Fighters two (2) days every other year;
- B. One (1) delegate to the Iowa Federation of Labor one (1) day each year.
- C. Three (3) days- If needed the Association shall be allowed, with approval from the Fire

Chief, which approval shall not be unreasonably withheld, three (3) additional days of paid leave for Union business.

ARTICLE IV - PAYROLL DEDUCTIONS

4.01 Authorized Deductions

- A. The City shall make regular deductions as authorized from employee's salary checks for monthly Union dues, United Appeal contributions, health insurance contributions, life insurance premiums and deferred compensation.
- B. The Union shall notify the Fire Department payroll clerk of the amount of such deductions and any changes that may be necessary.

4.02 Employee Termination of Payroll Deductions

Such deductions may be stopped by an employee upon thirty (30) days' prior written notice to the Fire Department payroll clerk and by notification to the Union Secretary-Treasurer.

4.03 Indemnity

The Union shall indemnify and hold blameless the City against any claim arising out of the operation of this Article.

ARTICLE V - SALARIES

5.01(A) Salaries July 1, 2006 - June 30, 2007 (3.0%)

| Classification | 40 Hour Rate | 53 Hour Rate | Biweekly | Annual |
|--|---------------------|---------------------|-----------------|---------------|
| 1st Year Fire Fighter | \$16.73 | \$12.63 | \$1,338.78 | \$34,808.28 |
| 2nd Year Fire Fighter | \$19.13 | \$14.44 | \$1530.64 | \$39,796.64 |
| 3rd Year Fire Fighter | \$20.37 | \$15.37 | \$1,629.22 | \$42,359.72 |
| 4th Year Fire Fighter | \$21.72 | \$16.39 | \$1,737.34 | \$45,170.84 |
| 8th Year Fire Fighter | \$22.33 | \$16.85 | \$1,786.10 | \$46,438.60 |
| Fire Engineer Base | \$23.13 | \$17.46 | \$1,850.76 | \$48,119.76 |
| Fire Engineer 10th Year | \$23.59 | \$17.80 | \$1,886.80 | \$49,056.80 |
| 1st Year Paramedic | \$23.13 | \$17.46 | \$1,850.76 | \$48,119.76 |
| 2nd Year Paramedic | \$23.24 | \$17.54 | \$1,859.24 | \$48,340.24 |
| 4th Year Paramedic | \$23.39 | \$17.65 | \$1,870.90 | \$48,643.40 |
| 6th Year Paramedic | \$23.59 | \$17.80 | \$1,886.80 | \$49,056.80 |
| 8th Year Paramedic | \$23.78 | \$17.95 | \$1,902.70 | \$49,470.20 |
| Medical Officer Base | \$24.63 | \$18.59 | \$1,970.54 | \$51,234.04 |
| Medical Officer After 10 Years | \$25.06 | \$18.91 | \$2,004.46 | \$52,115.96 |
| 24 Hour Lieutenant Base | \$24.63 | \$18.59 | \$1,970.54 | \$51,234.04 |
| 24 Hour Lieutenant After 10 Years | \$25.06 | \$18.91 | \$2,004.46 | \$52,115.96 |
| 40 Hour Lieutenant Base | \$24.63 | N/A | \$1,970.40 | \$51,230.40 |
| 40 Hour Lieutenant After 10 Years | \$25.04 | N/A | \$2,003.20 | \$52,083.20 |
| 40 Hour Fire Inspector Base | \$24.63 | N/A | \$1,970.40 | \$51,230.40 |
| 40 Hour Fire Inspector After 10 Years | \$25.04 | N/A | \$2,003.20 | \$52,083.20 |

5.01(B)**Salaries July 1, 2007 - June 30, 2008 (3.5%)**

| Classification | 40 Hour Rate | 53 hour Rate | Biweekly | Annual |
|--|-------------------------|-------------------------|-----------------|---------------|
| 1st Year Fire Fighter | \$17.32 | \$13.07 | \$1,385.42 | \$36,020.92 |
| 2nd Year Fire Fighter | \$19.81 | \$14.95 | \$1,584.70 | \$41,202.20 |
| 3rd Year Fire Fighter | \$21.08 | \$15.91 | \$1,686.46 | \$43,847.96 |
| 4th Year Fire Fighter | \$22.47 | \$16.96 | \$1,797.76 | \$46,741.76 |
| 8th Year Fire Fighter | \$23.11 | \$17.44 | \$1,848.64 | \$48,064.64 |
| Fire Engineer Base | \$23.94 | \$18.07 | \$1,915.42 | \$49,800.92 |
| Fire Engineer 10th Year | \$24.41 | \$18.42 | \$1,952.52 | \$50,765.52 |
| 1st Year Paramedic | \$23.94 | \$18.07 | \$1,915.42 | \$49,800.92 |
| 2nd Year Paramedic | \$24.05 | \$18.15 | \$1,923.90 | \$50,021.40 |
| 4th Year Paramedic | \$24.21 | \$18.27 | \$1,936.62 | \$50,352.12 |
| 6th Year Paramedic | \$24.41 | \$18.42 | \$1,952.52 | \$50,765.52 |
| 8th Year Paramedic | \$24.62 | \$18.58 | \$1,969.48 | \$51,206.48 |
| Medical Officer Base | \$25.49 | \$19.24 | \$2,039.44 | \$53,025.44 |
| Medical Officer After 10 Years | \$25.93 | \$19.57 | \$2,074.42 | \$53,934.92 |
| 24 Hour Lieutenant Base | \$25.49 | \$19.24 | \$2,039.44 | \$53,025.44 |
| 24 Hour Lieutenant After 10 Years | \$25.93 | \$19.57 | \$2,074.42 | \$53,934.92 |
| 40 Hour Lieutenant Base | \$25.49 | N/A | \$2,039.20 | \$53,019.20 |
| 40 Hour Lieutenant After 10 Years | \$25.92 | N/A | \$2,073.60 | \$53,913.60 |
| 40 Hour Fire Inspector Base | \$25.49 | N/A | \$2,039.20 | \$53,019.20 |
| 40 Hour Fire Inspector After 10 Years | \$25.92 | N/A | \$2,073.60 | \$53,913.60 |

5.01(C)**Salaries July 1, 2008 - June 30, 2009 (4.0%)**

| Classification | 40 Hour Rate | 53 Hour Rate | Biweekly | Annual |
|--|---------------------|---------------------|-----------------|---------------|
| 1st Year Fire Fighter | \$18.01 | \$13.59 | \$1,440.54 | \$37,454.04 |
| 2nd Year Fire Fighter | \$20.60 | \$15.55 | \$1,648.30 | \$42,855.80 |
| 3rd Year Fire Fighter | \$21.93 | \$16.55 | \$1,754.30 | \$45,611.80 |
| 4th Year Fire Fighter | \$23.37 | \$17.64 | \$1,869.84 | \$48,615.84 |
| 8th Year Fire Fighter | \$24.04 | \$18.14 | \$1,922.84 | \$49,993.84 |
| Fire Engineer Base | \$24.90 | \$18.79 | \$1,991.74 | \$51,785.24 |
| Fire Engineer 10th Year | \$25.39 | \$19.16 | \$2,030.96 | \$52,804.96 |
| 1st Year Paramedic | \$24.90 | \$18.79 | \$1,991.74 | \$51,785.24 |
| 2nd Year Paramedic | \$25.02 | \$18.88 | \$2,001.28 | \$52,033.28 |
| 4th Year Paramedic | \$25.18 | \$19.00 | \$2,014.00 | \$52,364.00 |
| 6th Year Paramedic | \$25.39 | \$19.16 | \$2,030.96 | \$52,804.96 |
| 8th Year Paramedic | \$25.60 | \$19.32 | \$2,047.92 | \$53,245.92 |
| Medical Officer Base | \$26.51 | \$20.01 | \$2,121.06 | \$55,147.56 |
| Medical Officer After 10 Years | \$26.96 | \$20.35 | \$2,157.10 | \$56,084.60 |
| 24 Hour Lieutenant Base | \$26.51 | \$20.01 | \$2,121.06 | \$55,147.56 |
| 24 Hour Lieutenant After 10 Years | \$26.96 | \$20.35 | \$2,157.10 | \$56,084.60 |
| 40 Hour Lieutenant Base | \$26.51 | N/A | \$2,120.80 | \$55,140.80 |
| 40 Hour Lieutenant After 10 Years | \$26.96 | N/A | \$2,156.80 | \$56,076.80 |
| 40 Hour Fire Inspector Base | \$26.51 | N/A | \$2,120.80 | \$55,140.80 |
| 40 Hour Fire Inspector After 10 Years | \$26.96 | N/A | \$2,156.80 | \$56,076.80 |

5.02 Compensation Rate for EMT/Paramedic

Any employee previously assigned as a Paramedic and who is no longer assigned as a Paramedic, but continues to maintain the Paramedic Certification shall be given Twenty-five Dollars (\$25.00) per month above the classification they are currently serving in, provided that the employee agrees to be utilized as a Paramedic upon request from supervision. Unassigned Fire Paramedics staffed on a given shift on any ALS apparatus shall be paid for that shift at the first year Paramedic rate of pay. Previously assigned Fire Paramedics who are reassigned for a given shift shall be paid for that shift at the Paramedic level of pay that the employee was last permanently assigned.

5.03 Pay Period

Employees covered by this document shall be paid on a bi-weekly basis, normally on the first Friday following the end of the bi-weekly pay period. If the payday falls on a holiday, payment shall be made on the preceding workday.

5.04 Work Week

The parties have agreed to establish a work schedule of one day on (24 hours) and two days off (48 hours) which will result in a workweek of fifty-six (56) hours per week (2912 hours per year). The work schedule agreed to is a twenty-seven (27) day work period with two hundred four (204) hours of work permitted, according to FLSA Standards, within this twenty-seven (27) consecutive day work period. In order to reduce the hours worked to meet FLSA Standards, the City and the Association have agreed to the scheduling of Kelly Days as outlined in Article XIII.

ARTICLE VI - LONGEVITY

6.01 Longevity Schedule For Firefighters Hired Prior to July 1, 1999

| | |
|-------------------------------|--------------------|
| After three (3) year | \$ 20.00 per month |
| After six (6) years | \$ 40.00 per month |
| After nine (9) years | \$ 60.00 per month |
| After twelve (12) years | \$ 70.00 per month |
| After fifteen (15) years | \$ 80.00 per month |
| After eighteen (18) years | \$ 90.00 per month |
| After twenty-one (21) years | \$100.00 per month |
| After twenty-four (24) years | \$110.00 per month |
| After twenty-seven (27) years | \$120.00 per month |
| After thirty (30) years | \$130.00 per month |

6.01 Longevity Schedule For Firefighters Hired After July 1, 1999

| | |
|-------------------------------|--------------------|
| After five (5) years | \$ 45.00 per month |
| After nine (9) years | \$ 60.00 per month |
| After twelve (12) years | \$ 70.00 per month |
| After fifteen (15) years | \$ 80.00 per month |
| After eighteen (18) years | \$ 90.00 per month |
| After twenty-one (21) years | \$100.00 per month |
| After twenty-four (24) years | \$110.00 per month |
| After twenty-seven (27) years | \$120.00 per month |
| After thirty (30) years | \$130.00 per month |

6.01 Payment

Longevity pay will be included in the employee's paycheck which covers the period of time in which the anniversary date occurred, except for those pay dates that include the third pay date of the month. An employee shall not be entitled to receipt of longevity pay while on layoff, disability leave outlined in Article 10.04, or an unpaid leave of absence or disciplinary action that results in an employee not receiving a paycheck at the end of a two-week pay period. In addition, an employee shall not be given credit for purposes of entitlement for longevity when the employee is on layoff, or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

ARTICLE VII - OVERTIME PAY

7.01 Work in Excess of an Employee's Basic Work Week is Overtime

Overtime shall be paid or credited pursuant to the following:

A. In General

Overtime compensation or compensatory time overtime shall be paid either as paid overtime compensation or as compensatory time. Compensatory time shall mean time off from regular duty hours. A member shall decide at the time overtime compensation is earned whether he or she wishes to receive said compensation in the form of overtime pay or compensatory time.

B. Voluntary Training Exception

However, when a fire fighter volunteers for additional training, compensation and/or compensatory time shall be available only at the straight time rate, unless it exceeds the FLSA Standards. In order to receive compensation, the fire fighter must receive prior approval from the Fire Chief or his designated representative to attend the training.

7.02 Calculation of Overtime Rate of Pay

Where "overtime rate" is referred to, or used throughout this Agreement, the employee's rate of pay shall be calculated, for that purpose, by multiplying one and one-half (1½) times the employee's hourly rate as set forth in 5.01 - Salaries, of this Agreement.

7.03 Regularly Scheduled Overtime

For overtime which is regularly scheduled prior to the beginning of a shift, or after the start of a shift, for the purpose of maintaining minimum staffing requirements as may be adopted by the Department, the rate of pay for all hours worked shall be one and one-half (1½) times the fire fighter's fifty-three (53) hour rate of pay. If a fire fighter is recalled to work on his/her days off due to a staff shortage and then is not needed for purposes of minimum staffing the fire fighter will be reassigned to other collateral duties and paid a minimum of two (2) hours of overtime pay at the fire fighter's fifty-three (53) hour rate of pay.

7.04 Emergency or Unscheduled Overtime

When an employee is requested to perform overtime work in an emergency situation and is held over to perform this work, the City shall pay one and one-half (1½) times the fire fighter's forty (40) hour rate of pay for each hour worked. If the 40-hour pay-rate is ever eliminated, the time worked shall be compensated at double (2) time. When an employee must be recalled (call back) to perform emergency work, the employee shall be paid a minimum of four (4) hours at the forty (40) hour overtime rate of pay. However, in a situation where a fire fighter is scheduled to begin work and is called in between the hours of 6:00 a.m. and 8:00 a.m., the fire fighter shall receive a minimum of only two (2) hours at the fire fighter's forty (40) hour rate of pay.

7.05 Court Appearance(s) - Two (2) Hour Minimum

In the event that any member is ordered to appear in court, or otherwise participate in activities surrounding any legal proceeding on their off-duty time due to a job-related incident, it shall be considered a call-back, and compensated for at the overtime rate, with a two (2) hour minimum period. Payment for court appearance shall be as outlined in Article 7.04.

7.06 Required Education

Schooling required for the Fire Department, and that must be attended on off-duty time, shall be compensated for at the rate of one and one-half (1½) times the hourly rate for the employee. However, when an employee volunteers for additional training, and will, at the completion of the training, be entitled to an increase in compensation, the employee shall receive only their regular compensation during the time off required to complete the training.

7.07 Compensatory Time

Compensatory time shall be earned and utilized in the following manner:

A. Accrual of Compensatory Time

1. Compensatory time shall be earned at a rate of one and one half (1½) times any extra hours worked. Regularly scheduled overtime is defined as overtime, which is scheduled, and shall be compensated as outlined in Article 7.03. Compensatory time shall be earned at a rate of double (2) times any extra hours worked for emergency or unscheduled overtime as defined in Article 7.04 and shall be compensated as outlined in Article 7.04. Compensatory time shall be earned at the straight time rate for that period of time when a fire fighter volunteers for additional off-duty training, unless it exceeds the FLSA Standards.
2. Compensatory time shall be earned by working extra hours to maintain adequate staffing within the department.
3. Compensatory time shall be offered on a rotating basis.
4. Maximum of three hundred twenty (320) hours of overtime worked reimbursed at four hundred eighty (480) hours of compensatory time may be accrued.
5. An individual earning compensatory time on a holiday will be paid holiday pay as outlined in the contract in addition to earning compensatory time at the rate of time and one-half (1½).
6. Compensatory time shall be accrued and recorded on a fiscal year basis.

B. Utilization of Compensatory Time

1. An available compensatory day may be guaranteed on the day that the time is earned or saved until a later time.
2. In the event of more requests for compensatory time than may be allowed on any particular day, the first request shall have priority.
3. A scheduled Personal Day shall take precedence over scheduling a compensatory day off.
4. Compensatory days shall be taken in twenty-four (24) hour segments unless partial days are approved by management.
5. Twenty-four (24) hour compensatory days shall have priority over partial compensatory days.
6. Compensatory days may not be taken unless sufficient manpower in rank is available.
7. Starting July 1, 1987, a fire fighter shall be eligible to have up to twenty-five percent

(25%) of his/her compensatory time, accrued in the fiscal year, paid for in cash. Payment shall be made following the completion of the fiscal year. Compensatory time not paid for in cash shall be banked and accrued toward the four hundred eighty (480) hour maximum. Each following year, compensatory time earned in a fiscal year will be eligible for the twenty-five percent (25%) payment at the end of the fiscal year.

8. A fire fighter retiring due to disability or terminating his/her employment prior to retirement will be allowed the option of a lump sum pay out.

Upon retirement, banked compensatory time will be dispersed by allowing a fire fighter to receive pay for up to 60% of his/her accrued compensatory time rounded to the nearest twenty-four (24) hour block of time. The remaining compensatory time shall be depleted by allowing the fire fighter the appropriate time off with pay prior to his/her retirement date. A fire fighter leaving active employment due to disability or terminating his/her employment prior to retirement will be allowed the option of a lump sum pay out for one hundred percent (100%) of accrued compensatory time.

7.08 Overtime List

The Chief shall produce, maintain and post a current list of fire fighters available for overtime so that overtime can be offered on a rotating basis.

ARTICLE VIII - WORKING OUT OF RANK

8.01 Compensation For Working Out of Rank

An employee who is working in a position normally held by a person of a higher rank will be paid at the lowest step of the higher rank currently being paid during the time she/he works in the position, but in no event less than their regular rate of compensation.

8.02 Fire Engineer or Paramedic/EMT

An employee who is working out of his/her rank as a fire engineer or paramedic/EMT shall receive fire engineer or paramedic/EMT pay, during the entire time he/she works in that capacity. It is agreed by both parties that upon the recommendation of the Medical Supervisor, a fire fighter working out of rank as a paramedic shall receive the difference between the fire fighter's rate of pay and the first year paramedic rate of pay. An employee who is reassigned to work out of rank, as a paramedic, shall be paid at the paramedic level of pay that the employee was last permanently assigned at as a paramedic.

ARTICLE IX - TRADING TIME

9.01 Trading Time Between Employees

- A. Each employee shall be permitted to secure another employee of equal rank or rate for the purpose of trading work time.
- B. The trading of time shall be conducted so as not to impose any additional cost to the City.

9.02 Governing Rules and Regulations

The Fire Department book of "Rules and Regulations" shall be the governing guide for the trading of time.

9.03 Chief's Approval

Upon receiving the notice of the intention to trade time from the employee, the Fire Chief may deny such trade time by affirmatively notifying the employee that said trade time, as proposed, will not be allowed. Such request for trade time may not be unreasonably denied and the employee may request the Fire Chief or his authorized representative to put in writing the reason for the denial. A denial of trade time with one employee shall not preclude the employee seeking said trade time to send notice of his intention to trade time with another employee for the same time as previously submitted to the Fire Chief or his authorized representative.

9.04 Full Employee Responsibility on Traded Time

Employees accepting the responsibility of working for another employee in a regular work day trade will be responsible for that day, and shall find a replacement if unable to work for any reason.

ARTICLE X - SICK LEAVE

10.01 Current Accumulation

The employee's frozen sick bank, as established on July 1, 1984, will remain available for use by the employee during his/her employment and, for payout, as herein provided. Sick leave earned and retained as outlined below, will be added to the employee's storage bank. There shall be no payout upon termination from the storage bank.

10.02 Sick Leave Credit and Accumulation

From and after July 1, 1996, all employees shall be given credit for one hundred and forty-four (144) unearned, but usable sick leave hours. These hours will be placed in a usable bank to be utilized first by the employee in the case of illness. Employees in their first year of employment shall receive a prorated usable bank equal to the rate of twelve (12) hours per full month remaining in the fiscal year for twenty-four (24) hour employees and eight (8) hours for full months remaining in the fiscal year for eight (8) and ten (10) hour employees.

Employees shall not be eligible to accrue, utilize or receive credit for any sick leave benefits while on layoff, disability leave outlined in Article 10.04, or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

For those employees who terminate the employment relationship between the employee and the City prior to the end of the fiscal year, any unearned, but used sick leave hours shall be reimbursed, by the employee, to the City, through a deduction from the last paycheck or termination payout received by the employee.

10.03 Annual Distribution and Accounting

At the end of each fiscal year the amount which an employee has not used of his/her annual, accrued sick leave hours shall be totaled and added to the employee's storage bank. Upon reaching one thousand five hundred (1500) hours of accrued sick time in the employee's storage bank, the employee shall have the option of payout of sick leave earned in the preceding year in an amount

equal to seventy-five percent (75%), with the remaining twenty-five percent (25%) staying in the employee's storage bank, provided that a minimum amount of one thousand five hundred (1500) hours remains in the storage bank. The payout as provided for above shall be payable at the current applicable fifty-three (53) hourly rate by December 1 of each year following the fiscal year in which it was earned. A Firefighter assigned to a forty (40) hour work week shall receive the payout based on his/her regular forty (40) hour base rate.

10.04 Disability

The City shall provide each employee with a two (2) year ninety (90) calendar day deductible long term disability policy, guaranteeing to the employee 70% of his or her gross base hourly wages each pay period (base hourly rate x 106 hours). Taxes/contributions normally withheld or deducted from an employee's payroll check and/or paid by the City as the Employer's share--i.e. federal and state withholding, pension, etc., shall be calculated at the same rate as designated on the employee's W-4 form and paid by the City and employee to the appropriate governmental organization. In order to satisfy the deductible portion of the policy, the employee would be allowed to utilize their accrued sick leave benefits starting with the fire fighter's usable bank, then the storage bank and then the frozen sick leave bank and, if necessary, other paid leave including vacation, personal days, accrued holidays and compensatory time.

After the 90th continuous day of a non work related injury or illness, a fire fighter may elect to remain on paid leave, if medically necessary, rather than go on the City's disability plan. The fire fighter shall be allowed to choose the order of paid benefits the fire fighter wishes to exhaust with the stipulation that the fire fighter must remain on the benefit initially chosen until that benefit is exhausted. The fire fighter will then be allowed to go to the next bank of benefits, etc. Paid benefits have been defined as vacation, personal days, compensatory time, holiday hours and the various sick leave banks. If all benefits are exhausted prior to the expiration of the two (2) year period, the fire fighter will be allowed to receive disability payments. However, the combination of paid benefits and disability payments shall not exceed two (2) years starting from the first day of the continuous non duty related illness or injury. Regardless of whether a fire fighter elects to remain on paid leave or to receive disability benefits, the employee shall be allowed to switch his/her decision once during the two (2) year disability period with the disability period starting from the first day of a continuous illness or injury. For example, if a fire fighter elects to receive disability benefits, following the 90th continuous day of a non work related injury or illness, the fire fighter shall be allowed to make an election one (1) time during the two (2) year period to switch to paid benefits. If the employee makes that election and his/her paid benefit bank becomes exhausted, prior to the expiration of the two (2) years, the fire fighter will be allowed to immediately revert back to disability payments for the remainder of the two (2) year period. A voluntary decision to change from disability payments or vice versa shall be implemented at the beginning of the next full pay period following the fire fighter's decision.

All accrued and accredited benefits with the exception of health insurance and seniority shall be frozen thirty (30) days after the exhaustion of paid leave or, at maximum, on the ninety-first (91st) calendar day following a non work related injury or illness. The freezing of benefit accrual shall occur regardless of whether a fire fighter is utilizing a paid leave bank or receiving disability payments.

Upon the exhaustion of the disability period at the end of two (2) years, an employee shall then be laid off and placed upon the Recall or Preferred List. All accumulated benefits, except for payout

from the frozen sick leave bank, shall be paid to the employee on the date the employee is laid off. An employee shall receive their frozen sick leave payout, if any, on the date they are removed from the Recall or Preferred List, or upon their resignation or termination from City employment.

10.05 Probation - Accrual and Utilization

During an employee's first one hundred twenty (120) days of the probationary period, employees shall accrue sick leave benefit hours, but, until after the completion of the probationary period shall, be ineligible to utilize sick leave benefit hours unless authorized by the Chief.

10.06 Use of Sick Leave Credit

An employee using sick leave shall be compensated for the hours claimed as though he/she had worked those hours, at the regular rate of pay.

10.07 Injury - Defined

Injury shall be defined as any disablement rendering the employee unable to perform his/her usual occupational duties as certified by a physician designated by the City. Such disablement need not require confinement to hospital, bed or home.

10.08 Exclusion of Duty-Connected Injuries

Any absence resulting from a duty-connected injury shall not in any manner be charged to an employee's sick leave accumulation for that year, or to his/her accumulated reserve of sick leave. In such instances, he or she shall be paid his or her regular rate of pay. Pension benefits available and/or paid directly to an employee shall be utilized to offset or reduce the City's obligation to compensate the employees provided for herein.

10.09 Illness While on Duty

An employee who becomes ill while on duty and is unable to continue his/her tour of duty for the day shall be credited for the number of hours actually worked. In order for an employee to be compensated for any hours not worked, the employee shall be required to utilize his/her accumulated sick leave.

10.10 Extension or Use of Other Available Benefits for Sickness/Injury

During any absence other than duty-connected, an employee may use his/her earned vacation time, after all accumulated sick time is used. After all time is used, the Chief, with the employee's consent, may utilize the employee elsewhere in the Department until the employee is able to return to his/her regular duty.

10.11 Sick Leave Payout Upon Qualified Termination of Employment

For sick leave days accumulated as of June 30, 1984, and not utilized by an employee prior to the termination of his/her employment relationship with the City, the qualified employee, or designated beneficiary, shall be eligible for a payout as hereafter provided. The accumulated sick leave days shall first be converted to a cash equivalent by multiplying the accumulated and unused days times eight (8) hours per day to translate the days into hours. Thereafter, the applicable salary of the employee shall be divided by 2,080 to determine the employee's forty (40) hour rate of compensation. Finally, the forty (40) hour rate of compensation shall be multiplied by the number of accumulated and unused hours to determine the cash equivalent of the employee's total accumulated and unused sick leave days. The actual payout to the employee shall be as provided below.

- A. After Five (5) Years
Upon termination of employment, except for discharge for cause, following an appropriate adjudication, an employee with a minimum of five (5) years of service shall receive in cash remuneration, a sum equal to fifty percent (50%) of the sick leave accumulation cash equivalent calculated above.
- B. After Fifteen (15) Years
Upon termination of employment, except for discharge for cause following appropriate adjudication, and except for an employee terminating their employment immediately following the expiration of disability payments, an employee with a minimum of fifteen (15) years of service shall receive, in cash remuneration, a sum equal to sixty percent (60%) of the sick leave accumulation cash equivalent calculated above.

However, an employee may elect, at his/her option, in lieu of the total lump sum payout provided for above, to take fifty percent (50%) up to a maximum of sixty (60) days of the amount calculated above to extend his/her actual termination date beyond the employee's departure date. During this period, the employee would continue to receive his/her appropriate payroll checks as though his/her employment was continued to the extended termination date. The accrual of sick leave, vacation, personal days and funeral leave would terminate as of the employee's departure date. Insurance coverage, including life insurance and post termination benefits, shall continue until the actual termination date. An employee will receive holiday pay for any holiday that occurs during the sixty (60) day period that is defined above. The holiday will not be charged as one of the "sick leave days". The remainder of the payout shall be granted to the employee in a lump sum following the actual termination date.

C. Annuitize Frozen Sick Leave Hours

In lieu of the lump sum payout of frozen sick leave outlined in Subsections A and B above, an individual may, upon a voluntary termination of his/her employment or retirement, select one (1) of the two (2) options outlined below. The selection of one (1) of these options must be made by the employee at least thirty (30) calendar days prior to the employee's date of retirement or termination, and such decision shall be irrevocable. The payment of frozen sick leave will be based on the employee's rate of pay at the time of retirement or termination, regardless of the option chosen.

Option #1

An employee may receive an initial lump sum payout of twenty-five percent (25%) of the appropriate number of frozen sick leave hours and choose to annuitize the remainder in equal payments, over a period of five (5) years;

or

Option #2

An employee may choose to annuitize, over a period of five (5) years, the entire amount of sick leave hours that are available, for payout, to the employee.

An employee selecting a lump sum payment as outlined in Subsections A and B or the twenty-five percent (25%) lump sum payment as outlined in Option #1 may either receive the lump sum payout upon leaving employment or defer payment of the lump sum payout until the second pay period in January of the calendar year following the employee's date of

retirement or termination. The election of when to receive the lump sum payment must be made by the employee at least thirty (30) calendar days prior to the employee's last day of employment, and such decision shall be irrevocable. All lump sum payments, regardless of when paid, shall be interest free.

An employee selecting either Option #1 or Option #2 shall receive the same percentage of total sick leave hours paid out, based on years of service, as outlined in Subsections A and B.

An employee electing to annuitize his/her frozen sick leave pay out under either Option #1 or Option #2 must, prior to the actual date of retirement or termination, select either a monthly, quarterly or annual payment schedule; provided, however, that an employee with two hundred (200) hours or less in his/her frozen sick leave must take payment in one (1) lump sum. The initial payment, dependent upon the payment schedule selected, shall be made as follows: either at the end of the first full month following retirement or termination and each month thereafter; at the end of the first full quarter following retirement or termination and at the end of each full quarter thereafter; or within one (1) month from the date of retirement or termination and each year thereafter. The payment schedule selected cannot be altered after the payments commence. Under both options, the first payment that an employee receives shall be without interest. Thereafter, the employee shall receive equal installments based on the interest rate established and the payment schedule selected.

The interest rate to be received by the individual shall be the interest rate paid by the City in the most recent general obligation bond sale held prior to the employee's actual date of retirement or termination for maturities of five (5) years. Once established, the interest rate for each employee will not be altered during the life of the payments.

Each employee shall be required to sign an agreement outlining the payment schedule and acknowledging the interest rate established. In addition, the employee will be required to designate, in case of death prior to the last payment, a beneficiary. The beneficiary, following the death of the retiree, will have thirty (30) calendar days to select either continuing payments or a lump sum payment. Failure to make a selection will result in the processing of the remaining available sick leave hours in the form of a lump sum payment.

An employee whose employment is terminated by the City shall not be eligible for either option one or option two and shall receive a lump sum payout of the frozen sick leave as outlined in Subsections A and B.

D. Pay out of Frozen Sick Leave While Still Employed

In addition to the lump sum payment option and the annuitization option available to the fire fighter at the time of resignation, termination or retirement, a fire fighter still employed by the City will have the following available options for payment of the frozen sick leave hours.

1. Effective December 1 through December 15 during the term of this Agreement, a fire fighter may elect to convert the sixty percent (60%) payable portion of their frozen sick leave bank to compensatory time, so long as the hours converted do not exceed the four hundred eighty (480) hours allowed in the compensatory bank. The conversion of frozen sick leave hours to compensatory time is a one-time selection. A fire fighter who selects this option and has less than one hundred (100) frozen sick

leave hours remaining may request to have the sixty percent (60%) of the remainder paid out as soon as administratively possible and the forty percent (40%) placed in the storage bank. A fire fighter who has more than one hundred (100) hours of frozen sick leave remaining, following the contribution to the compensatory bank, shall have these remaining hours paid out at the time of resignation, termination or retirement as outlined in Article 10.11. The forty percent (40%) non-payable portion of the frozen sick leave hours will be placed in the fire fighter's sick leave storage bank and will be available for use, but will not be eligible for a payout as outlined in Article 10.03.

2. Effective December 1 through December 15 during the term of this Agreement, a fire fighter who has six hundred (600) hours or more in their frozen sick leave bank may elect to receive the sixty percent (60%) payable portion of their frozen sick leave hours in one hundred four (104) equal installments to be paid out over a period of four (4) years, starting with the first full pay period occurring in July of the following year. The fire fighter will receive these payments, as a miscellaneous adjustment to the fire fighter's regular paycheck, at the rate of pay the fire fighter is receiving at the time the fire fighter elects this option. The payments will be subject to federal and state tax. Once a fire fighter selects this option, it is irrevocable, and he/she must continue with the series of payments until they are completed. If the fire fighter resigns, terminates employment or retires prior to the last payment, the remaining hours will be paid out in a lump sum payment. The forty percent (40%) non-payable portion of the frozen sick leave hours will be placed in the fire fighter's sick leave storage bank and will be available for use, but will not be eligible for a payout as outlined in 10.03

Example of Conversion of Frozen Sick Leave Bank

1000 hours of frozen sick leave
x 60 % payable
 600 hours

600 hours divided by 104 pay periods = 5.77 hours payable per pay period at the fire fighter's rate of pay at the time this option is selected.

3. Effective immediately, a fire fighter, who has formally declared in writing his or her intention to retire, may elect a biweekly payout option of his or her

frozen sick leave, while still employed. In order to be eligible for this option, the fire fighter's retirement must take place within the same fiscal year as the written notice of intent to retire. The hours to be paid biweekly will be calculated by reducing the frozen sick leave by sixty percent (60%). This hourly total will then be divided by the number of pay periods that will occur between the fire fighter's written declaration of intent to retire and the actual date of retirement and the hours multiplied times the fire fighter's hourly rate of pay at the time the fire fighter declared his or her intention to retire to determine the amount to be received biweekly. The fire fighter shall continue to receive the biweekly payments through the pay date that includes the date the fire fighter selected in his/her written declaration of intent to retire. The payments will be made at the same pay rate the

fire fighter was receiving at the time he or she declared his or her intention to retire. Once a fire fighter begins receiving the biweekly payments, the fire fighter's decision to retire and the date of retirement is irrevocable.

10.12 Sick Leave Use For Family Illness

In the event of illness or injury of a member of the "immediate family" which shall require emergency care, treatment and/or hospitalization, the employee may take off up to two (2) working days, with pay, per occurrence. These days shall be deducted from the employee's current year's sick pay days. Further, the Chief shall permit additional days to be taken by an employee for such purpose, if, in the Chief's opinion, the additional time off will benefit the employee or a sick or injured member of the employee's immediate family. Any additional time allowed by the Chief shall be deducted from the accumulated and/or banked sick leave days. For purposes of this agreement, members of the immediate family shall mean an employee's spouse, child, or stepchild.

10.13 Verification

In the event the City shall have reason to suspect that an employee is abusing the utilization of sick leave benefits, the City shall, after warning, have the right to demand documentation from an appropriate professional person to substantiate the employee's need for utilization of sick leave benefits. If the abuse continues, the City shall have the right to demand that the employee submit to a physician of the City's choice for an examination and verification of the illness or injury submitted by the employee as the basis for the utilization of sick leave benefits, which examination shall be at the City's expense.

10.14 Penalty For Abuse

Should the City determine that an employee is abusing the sick leave provisions of this Agreement, the City shall have the right to take appropriate disciplinary action.

ARTICLE XI - BEREAVEMENT LEAVE

11.01 Definition of Immediate Family

For purposes of this Agreement, members of the immediate family shall mean an employee's spouse, child, stepchild, father, mother, brother, sister, stepparent, grandparent, grandchild, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, foster parent or foster child.

11.02 Time Off For In-State Death and Burial

For death in the employee's immediate family:

- A. Twenty-four (24) Hour Employees
Twenty-four (24) hour shift employees shall be granted one (1) twenty-four (24) hour shift off duty with regular pay.
- B. Eight (8) Hour Employees
Eight (8) hour shift employees shall be granted three (3) shifts off duty with regular pay.

11.03 Time Off For Out-of-State Death or Burial

If a member of an employee's immediate family dies or is buried outside of the State of Iowa, the

employee shall be granted bereavement time as follows:

- A. Twenty-four (24) Hour Employees
Twenty-four (24) hour shift employees shall be granted two (2) twenty-four (24) hour shifts off duty with regular pay.
- B. Eight (8) Hour Employees
Eight (8) hour shift employees shall be granted six (6) shifts off duty with regular pay.

11.04 Additional Time Subject to Approval

Additional time off for bereavement purposes may be taken with the permission of the Chief. Such additional time may be deducted from the employee's accumulated sick leave time.

11.05 Attendance at Funeral

The employee must attend the funeral/memorial service whether the death or burial is in-state or out-of-state to be eligible for paid leave. The City retains the right to ask for reasonable proof of the funeral/memorial service and the employee's attendance.

ARTICLE XII - PERSONAL DAYS

12.01 Employee Eligibility and Number of Personal Days

Employees shall be allowed compensated personal days as follows:

- A. Twenty-four (24) Hour Employee
As a matter of right, all twenty-four (24) hour employees shall be allowed two (2) twenty-four (24) hour personal days within each calendar year.
- B. Eight (8) Hour Employees
All eight (8) hour employees shall receive, as a matter of right, six (6) eight (8) hour personal days within each calendar year.

12.02 Employee Notice to Department Required

The member desiring the personal day shall make arrangements at least forty-eight (48) hours before the day is to start.

12.03 Departmental Approval of Selected Date

Personal days will be allowed only when there are not more than six (6) employees off on the shift involved. Only one (1) employee will be allowed off at a time unless there are less than six (6) employees off on the shift involved. A personal day, once assigned to a member, will not be revoked. Any exception to the above shall be made by the Chief of the Department.

12.04 Non-Cumulative

Personal days not used at the end of a year shall be compensated at the rate of straight time at the fifty-three (53) hour rate. A fire fighter who is assigned to a forty (40) hour workweek shall be compensated at his or her regular forty (40) hour base rate. An employee who is on an unpaid leave of absence, disability leave or layoff during the contract year shall receive a prorated personal day, based on the number of months actually worked, for use in the same calendar year. Personal Days will normally be paid out in the same pay period as the January clothing allowance payout, generally

the Friday between the first and second pay periods in January.

12.05 Accrual of Personal Days for New Employees

Personal time for a new fire fighter shall be earned on a prorated basis from the date of hire to the end of the calendar year. Prorated personal time shall be reimbursed either in cash or time off. On January 1 following the date of hire, the new employee shall be eligible for two (2) twenty-four (24) hour days as outlined in 12.01.

ARTICLE XIII - KELLY DAYS

13.01 Kelly Days - Defined and Provided For

In order to reduce the hours worked to meet FLSA Standards, the parties have agreed to the concept of Kelly Days. The parties agree that six (6) Kelly Days will be assigned each calendar year. The assigning of the six (6) Kelly Days will result in a figure of twenty-seven hundred sixty-eight (2768) hours per year with the twelve (12) hour Kelly Day segments being utilized, when necessary, to reduce the work week to the FLSA Standard of two hundred four (204) hours of work within the established twenty-seven (27) day work period.

13.02 Scheduling of Kelly Days

If necessary, to meet the FLSA Standards of two hundred four (204) hours worked in a twenty-seven (27) day work period, two of the six (6) Kelly Days may be scheduled in twelve (12) hour segments. The remaining four (4) Kelly Days will be scheduled in twenty-four (24) hour segments. Fire fighters shall be given the choice of having a twelve (12) hour Kelly Day segment scheduled from 0800 to 2000 or from 2000 to 0800. When the FLSA Standard of two hundred four (204) hours in a twenty-seven (27) day work period has been met, a Kelly Day scheduled in that period may be reassigned with the Fire Chief's approval. The Fire Department shall not schedule a mandatory Kelly Day on a day designated as a holiday, until all other means within that period have been exhausted, except to meet the FLSA Standard of two hundred four (204) hours worked in a twenty-seven (27) day work period.

13.03 Impact On Payout of Accrued Benefits

The parties agree that the fire fighter's hourly rate, for purposes of payout for accrued benefits, will be reduced by dividing the current salary listed for each fire fighter classification listed in Article V of the Collective Bargaining Agreement, by the figure of twenty-seven hundred fifty-six (2756) hours. A fire fighter's annual salary shall not be reduced because of this Agreement.

13.04 Work on and Trading Kelly Days

Employees working Kelly Days will be compensated at the overtime rate of pay. The trading of Kelly Days between employees shall be as determined as outlined in Article IX of the Collective Bargaining Agreement.

ARTICLE XIV - HOLIDAYS

14.01 Holidays

The following days shall be considered holidays for this Article.

New Year's Day - January 1
Martin Luther King Jr.'s Birthday - third Monday in January
Memorial Day
Easter Sunday, except for 8-hour employees
Independence Day - July 4
Labor Day - first Monday in September
Veterans' Day - November 11
Thanksgiving - fourth Thursday in November
Friday after Thanksgiving
December 24th
Christmas Day - December 25
Employee's Birthday, 8-hour employees only

An eight (8) hour employee may take his/her birthday no sooner than thirty (30) days prior to the actual birthday.

14.02 Holiday Pay Rate for Working Employees

All employees working on any of the holidays herein defined, excluding the employee's birthday, shall be paid at one and one half ($1\frac{1}{2}$) times the fire fighter's fifty-three (53) hour base rate for the entire twenty-four (24) hour shift worked. A forty (40) hour per week employee who is recalled on a holiday to work in their normal job assignment will be paid at one and one half ($1\frac{1}{2}$) times the employee's forty (40) hour rate of pay. If the forty (40) hour week employee is recalled to work on shift as a regular fire fighter, the employee will be paid at one and one half ($1\frac{1}{2}$) times the fire fighter's fifty-three (53) hour base rate.

14.03 Time Off For Holidays Worked

Holiday, vacations or compensatory time shall be picked according to Fire Department precedent. In addition, any other day that the Mayor designates as a special holiday for City employees shall be considered a holiday for purposes of this Section.

A. Eight (8) Hour Shift Employees

All employees regularly assigned to an eight (8) hour shift shall not work on any of the holidays, including birthdays, as defined in this Article. Should such a holiday, including birthdays, fall on a regularly scheduled non-work day, an employee shall be granted an additional eight (8) hour shift off duty.

B. All Other Employees

Each employee shall receive on each January 1, four (4) twenty-four (24) shifts off duty in exchange for holidays worked during the year. Employees, who begin employment after January 1st, shall receive a prorated amount of shifts off at the rate of eight (8) hours per full month remaining in the calendar year. The part year employee shall be entitled to use all full twenty-four (24) hour days off as time off, and the part days shall be paid out in hourly

compensation. The time off shall be compensated at the employee's regular rate of pay. Termination of employment for any reason shall require adjustment on the employee's final paycheck for any unused or overused time off.

ARTICLE XV – VACATION

15.01 Vacation Eligibility and Duration

Only permanent full-time employees of the Fire Department shall be eligible for vacation in accordance with the schedule outlined below. New employees shall accrue vacation on a prorated basis from their employment date to the end of the calendar year for use in the calendar year following the date of hire. Thereafter the employee's anniversary date for vacation purposes shall be the date of hire. The hire date shall be used to determine future vacation entitlement and a January 1 date utilized, upon retirement, for accrued, but unused vacation.

| Completed Years of Eligible Service | 40 Hour Work Schedule | 53 Hour Work Schedule |
|--|------------------------------|------------------------------|
| After One (1) Year | 40 Hours | 48 Hours/2-24 Hour Shifts |
| After Two (2) Years | 80 Hours | 120 hours/5-24 Hour Shifts |
| After Six (6) Years | 120 Hours | 168 Hours/7-24 Hour Shifts |
| After Thirteen (13) Years | 160 Hours | 216 Hours/9-24 Hour Shifts |
| After Twenty (20) Years | 200 Hours | 288 Hours/12-24 Hour Shifts |

15.02 Vacation Selection And Utilization

Vacation shall be chosen by seniority in the department. Choice of vacation schedule shall not interfere with the efficient operation of the Department. Where more employees than can be spared request a particular period, preference will be given in order of seniority, providing the remaining employees are qualified to do the work.

A. Requirement for use

All vacations earned must be taken each year by the employee and no employee shall be entitled to vacation pay in lieu of vacation except for an employee who is placed on the City's disability plan. Anyone with twenty (20) hours to twenty-four (24) hours of prorated vacation will get a twenty-four (24) hour day off. Anyone with more than twelve (12) hours and less than twenty (20) hours shall receive pay for those hours over twelve (12) and shall receive twelve (12) hours of vacation time off. Anyone with less than twelve (12) hours shall receive a payout for the entire amount. Each twenty-four (24) period of time shall be treated as a separate situation for purposes of payout or time off. For example, an individual who is to receive an additional forty (40) hours of vacation due to going from one step to another shall receive a twenty-four (24) hour day off, a twelve (12) hour day off and pay for four (4) hours.

All fractions of hours shall be handled as outlined above unless the Fire Chief authorizes an individual to combine uneven vacation hours with other earned hours (compensatory time) to equal either a twelve (12) hour or twenty-four (24) hour day off.

B. Employee's on the Disability Plan

An employee on the disability plan shall have the option of either receiving a payout for accrued and unused vacation or carrying accrued vacation forward into the next calendar year.

15.03 Vacation Benefits on Retirement or Death

In the event of the retirement or death of an employee, the City will pay to the employee, his/her spouse or estate all unused vacation, prorated to the date of retirement or death, in cash. The hourly rate for payout of earned and unused vacation for a fire fighter at the time of retirement or death shall be determined as follows:

A fire fighter's annual salary plus longevity shall be divided by twenty-seven hundred fifty-six (2756) hours and multiplied times the hours of vacation available for payout.

15.04 Vacation Not Lost Due to Illness or Injury

Vacation hours shall not be lost due to extended illness or injury if the illness or injury precedes the vacation except as outlined below. Such illness or injury must be verified by a statement from the treating physician.

The following absences, during a calendar year, shall not be considered as days worked for purposes of calculating vacation eligibility and accrual:

Layoff, non-work related disability leave outlined in Article 10.04, sick leave of more than ninety (90) days or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

ARTICLE XVI - OTHER LEAVES OF ABSENCE

All absences from employment shall be unexcused unless authorized in this Article, or in some other portion of this Agreement.

16.01 Jury Duty

During the absence for the performance of jury duty, the employee shall be paid at his/her regular rate of pay for time serving as a juror, less all compensation including mileage and parking by him/her for service as a juror. Jury panel members will return to work at the time they are released by the judge. Such time off shall be counted as time on duty for purposes of seniority.

16.02 Religious Leave

Any employee whose religious affiliation requires the observance of holidays, other than those scheduled in this Agreement, shall be excused from his/her employment for the observance of such holiday without pay.

16.03 Maternity Leave

A. Grant

Maternity leave shall be granted if requested by the employee. Any temporary disability caused or contributed to by pregnancy and/or childbirth shall be considered a personal illness and all regular sick leave benefits, rules and regulations shall apply the same as any other illness.

- B. Extended Maternity Leave Without Pay
A leave of absence beyond the time of medical confinement for pregnancy and childbirth may be granted without salary or sick leave benefits for a period not to exceed six (6) months. If an extended leave of absence is anticipated, a request for a leave shall be filed with the Chief thirty (30) days prior to the anticipated absence.

16.04 Military Leave

In the case of military leave, regular full-time employees shall be accorded all rights as are prescribed by the Military Code, Code of Iowa. In such event the employee must present a statement to the Employer after termination of the military service, which must contain the following information:

- A. The date it is prepared;
- B. The date of induction;
- C. The date of release from duty;
- D. The employee's name;
- E. The employee's rank; and
- F. The title and address of the commanding officer who prepared and executed the statement or certificate.

Failure to file such a statement and report promptly after completion of military service shall subject the affected employee to loss of benefits which may have accrued to them under this Agreement during their absence, and to a loss of entitlement to pay during the periods of time between his/her termination of service and his/her attempted return to work for the City. Further, the employee, upon prompt filing of the Application for Reinstatement (within thirty (30) days of their discharge from the Armed Forces) shall be entitled to exercise their right of seniority with respect to employment opportunities which may arise within the City's organization.

Any employee ordered to attend weekly or monthly Reserve or National Guard training on a scheduled workday will be required to give prior notification to the Fire Chief and to report to work immediately upon completion of his/her military training.

16.05 Extended Unpaid Leave of Absence

An extended unpaid leave of absence may be granted by the City to an employee on the following terms and conditions:

- A. Good Cause
Unpaid absence by an employee for an extended period of time, beyond those previously provided for in this Article, may be granted by the City in its sole discretion, and for good cause shown.
- B. Notice and Time Limitation
In the event an employee desires to secure an extended unpaid leave, he/she shall notify the

City of such a request, in writing, which request shall be sufficient if forwarded to the City. The City shall respond to the employee's request, in writing, which response shall contain a time limitation. The time so specified cannot be extended beyond the current contract year unless otherwise agreed by the parties, and shall, in no event, extend beyond a period of one (1) year from the date of the original application for such leave.

An employee may apply, at the end of an approved leave of absence, for additional unpaid leave, the granting of which shall be subject to the consent of the City.

C. Termination

Should an employee fail to so apply, or to return to his/her employment responsibilities at the time specified by the parties, he/she shall be deemed to have terminated his/her employment and shall further forfeit any and all benefits which may have accrued and to which he/she may be entitled under this Agreement.

D. Benefits

No benefits shall continue to accrue or be accumulated by an employee on an extended unpaid leave of absence, except for Civil Service seniority as set forth in Chapter 400, Code of Iowa. Life Insurance shall continue to be provided at the City's expense, and an employee shall have the option to remain on the City's health insurance, drug prescription and dental plan at their own expense by making satisfactory arrangements with the City.

ARTICLE XVII - INSURANCE

17.01 Medical/Dental/Prescription Insurance

The City shall offer, for employees covered by this Agreement, and his/her dependents, the alternative medical program #3 and alternative prescription drug plan #1, as set forth in the plan summary dated 1/31/06.

17.02 Employee Participation/Contribution

In order to be eligible for health insurance benefits, employees (whether single or family coverage) shall contribute to the total monthly premium in the following percentages, subject to the monthly maximums stated below, to be paid by automatic payroll deduction:

| | | <u>Single</u> | <u>Family</u> |
|--------------|------|---------------|---------------|
| July 1, 2006 | 5.0% | \$15 | \$25 |
| July 1, 2007 | 5.0% | \$20 | \$30 |
| July 1, 2008 | 5.0% | \$25 | \$35 |

17.03 Section 125 Option

Pursuant to the terms and conditions of Section 125 of the Internal Revenue Code, as amended, each employee, at their option, may elect to set aside a portion of their wages, pretax, to be used to pay their incurred medical and child care expenses only, during the Calendar Year. Any amounts set aside but not used for these purposes shall be forfeited.

17.04 Life Insurance

The City hereby agrees to furnish and/or provide, at no cost to the employee, life insurance coverage in the amount of twenty thousand dollars (\$20,000.00). In addition, the policy shall allow individual employees the opportunity to purchase, at their own expense, additional term life insurance, upon approval by the insurance company. The additional insurance may be purchased in increments of one thousand dollars (\$1,000.00) up to a maximum equal to each employee's salary rounded to the nearest thousand at the basic premium rate. Such insurance shall be offered in July and December, at which time an employee may make the initial purchase, increase the amount to the levels previously outlined or decrease the amount.

17.05 New Employee Coverage

New employees will not be provided paid insurance coverage for the first one hundred twenty (120) days of employment. The employee may purchase a single or family policy with health coverage and prescription coverage at a cost comparable to COBRA premiums. The employee will bear the full cost of this insurance until the expiration of the one hundred twenty (120) day probationary period.

ARTICLE XVIII - UNIFORM ALLOWANCE AND CLEANING

18.01 City to Provide Uniform

The City agrees to provide all permanent full-time employees with a complete uniform upon completion of the probationary period. All necessary protective clothing during their employment will be provided by the City. The City of Waterloo will deduct from the last paycheck of a terminating and or retiring fire fighter the cost for any and all issued uniforms, safety equipment and gear noted on the employee approved issue list, that is not turned in at the time of termination and/or retirement.

18.02 Cleaning and Upkeep Allowance

All permanent full-time employees, effective July 1, 2002, shall receive a uniform cleaning and upkeep allowance in the sum of Five Hundred Dollars (\$500.00) per year, which amount shall include shoe replacement allowance. All employees will normally receive one-half or Two Hundred Fifty Dollars (\$250.00) of the clothing allowance on the Friday between the first and second pay periods in July, and will normally receive the remaining one-half or Two Hundred Fifty Dollars (\$250.00) on the Friday between the first and second pay periods in January.

All permanent full time employees, effective July 1, 2003, shall receive a uniform cleaning and upkeep allowance in the sum of Five Hundred Twenty-Five Dollars (\$525.00) per year, which amount shall include shoe replacement allowance. All employees will normally receive one-half or Two Hundred Sixty-Two and 50/100 Dollars (\$262.50) of the clothing allowance on the Friday between the first and second pay periods in July, and will normally receive the remaining one-half or Two Hundred Sixty-Two and 50/100 Dollars (\$262.50) on the Friday between the first and second pay periods in January.

An employee who is discharged, quits or retires from employment shall pay back the unused clothing allowance received.

18.03 Responsibility for Uniform

All employees are responsible for the cleaning of their uniform and clothing. Any clothing damaged or destroyed in the line of duty will be replaced by the City at the City's cost, and shall not be considered part of the employee's clothing allowance.

ARTICLE XIX - GRIEVANCE PROCEDURE

The following shall govern and control the rights of the parties and the members of the Association with respect to the processing and disposition of grievances.

19.01 Purpose

It is hereby acknowledged by both parties that the purpose of the Grievance Procedure is to attempt to secure, at the lowest possible level, without unnecessary interference or interruption of the work activities of the parties, or the employees, equitable solutions to the problems affecting the parties or the members of the Association which may, from time to time, arise under this Agreement. Both parties hereby agree these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. An employee who is suspended, demoted or discharged shall have the right to appeal such action either under the Grievance Procedure as outlined in this Section or to the Civil Service Commission.

19.02 Definitions

For the purposes of this Agreement, and this Article particularly, the following definitions shall apply:

A. "Grievance"

A grievance is a claim presented by an employee(s), or the Association, alleging there has been a violation, misinterpretation or misapplication of a specific provision(s) of this Collective Bargaining Agreement, or an unreasonable, arbitrary and/or capricious application or enforcement of a departmental rule or regulation.

B. "Grievant"

An aggrieved person shall be an employee, or the Association, who allegedly possesses a grievance and timely presents it in accord with the procedures hereinafter set forth. Failure to timely present or pursue a grievance at any level within the time limits prescribed in this Article, will constitute a complete bar from further prosecution of the grievance.

19.03 Reporting Disciplinary Action

Any and all disciplinary action affecting any employee(s) covered by this Collective Bargaining Agreement, shall be reported, immediately, to the President of the Union, or his/her designee, and the Human Resources Director, in writing, by the Fire Chief.

19.04 Level One

Within five (5) calendar days of the occurrence, or the employee's discovery of the occurrence, which gives rise to the grievance, exclusive of Saturdays, Sundays and holidays, an employee may initiate a grievance by submitting it in written form to the Fire Chief. The written grievance shall include a brief factual description of the violation and a reference to the provision of the Agreement, departmental rule or regulation violated. The forms for this purpose shall be provided, but failure to

use the provided form shall not invalidate the grievance if it is timely filed, in writing, containing the information required above. If no hearing before the Chief is requested, the Chief, or his/her designee, shall issue a written decision on the grievance within five (5) calendar days after the receipt of the written grievance from the grievant. If a hearing before the Chief is requested at the time the grievance is presented in writing, the hearing shall be conducted before the Fire Chief, or his/her designee, within five (5) calendar days following receipt of the written request. A written decision as a result of the hearing shall be issued by the Fire Chief, or his/her designee, within five (5) calendar days after the hearing has been conducted. A failure of the Chief, or his/her designee, to respond in writing, as above provided, shall render the grievance eligible for consideration at the next Level.

19.05 Level Two

In the event that the grievant wishes to pursue the grievance further, after completion of Level One, the grievant may file an appeal of the decision of the Fire Chief by presenting a written appeal thereof to the Human Resources Director within five (5) calendar days of the date on which the Fire Chief's decision was rendered, or should have been rendered. The Human Resources Director shall be given five (5) calendar days to resolve the grievance through an informal investigation and to render a written decision. A failure of the Human Resources Director, or his/her designee, to respond, in writing, shall render the grievance eligible for consideration at the next level.

19.06 Level Three

Should the grievant wish to pursue the grievance further after completion of Level Two, the employee and/or a representative of the Union shall, within seven (7) calendar days following the date upon which the decision of the Human Resources Director was rendered, or should have been rendered, deliver to the Mayor, written notice of appeal which shall be sufficient if in writing and containing a brief factual description of the alleged violation, and a reference to the provision of the Agreement, departmental rule or regulation violated. The Mayor shall have a period of seven (7) calendar days from receipt of the written appeal by the grievant in which to render a decision. A failure of the Mayor to respond as provided herein shall render the grievance eligible for advancement to the next Level.

19.07 Level Four

In the event that the grievance remains unresolved, after completion of Level Three, the employee and the Union shall forward to the Human Resources Director written notice of their intention to proceed to arbitration. Such notice shall be forwarded to the Human Resources Director within ten (10) calendar days following the date of the decision by the Mayor, or his/her failure to timely respond with respect to the grievance.

19.08 Selection of Arbitrator

The arbitrator who shall serve as the impartial determinate of the dispute shall be selected in the following manner:

- A. The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.
- B. In the event the parties are unable to agree, or the person agreed upon is not available, the parties shall jointly request the Public Employment Relations Board to nominate a panel of five (5) arbitrators. Within five (5) calendar days after the receipt of the names of such panel, representatives of the parties shall meet and each party shall alternately strike a name

from the list of nominees until one remains. The arbitrator so selected shall be informed of his or her selection by the parties.

19.09 Costs

The fees and expenses of the arbitrator so selected shall be borne jointly by the City and the Union. The arbitrator's decision shall be submitted before payment by either party is permitted.

19.10 Procedures

The procedure to be followed in submitting the difference or dispute to the arbitrator shall be determined by the arbitrator. The arbitrator shall submit his or her decision in written form to both parties within thirty (30) calendar days following the conclusion of the hearing(s), as the case may be.

19.11 Arbitrator's Jurisdiction

The decision of the arbitrator on the issues presented shall be final and binding. The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. Further, the foregoing provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to any matter that the laws of the State of Iowa require to be resolved through the Civil Service Procedures as established by the laws of the State of Iowa.

19.12 Appeals

Any dispute between the parties as to the interpretation or construction to be placed upon the award made as hereinafter and above provided for, shall be submitted to the impartial arbitrator who made this award who may thereupon construe and interpret the award as far as may be necessary to clarify the same, but without changing the substance thereof and such interpretation and construction thereof shall be binding upon both parties.

19.13 Exclusive Remedy

From and after the time an employee submits a grievance in written form (Level One), the presentation by an aggrieved person of the issues involved in the grievance to a forum other than designated in this Article shall relieve the City of any and all further obligation to process a grievance through the procedures set forth herein. Further, it is understood and agreed that for those matters which fall within the definition of this Article, the procedure set forth herein shall constitute the sole and exclusive remedy of the parties hereto, and the employees included herein.

ARTICLE XX - SENIORITY

20.01 Seniority Calculation

Seniority shall be determined by the employee's length of service as an employee in the Fire Department and as outlined in Chapter 400, Code of Iowa, as amended. Time spent in the Armed Forces on authorized military leaves of absence and time lost because of duty related disability shall be included as time served in the Fire Department for purposes of seniority calculation.

20.02 Forfeiture

An employee shall forfeit his/her seniority rights only for the following reasons:

- A. **Resignation**
The employee resigns or terminates his/her service prior to his/her retirement;
- B. **Dismissal**
The employee is dismissed and is not reinstated;
- C. **Retirement**
The employee retires on regular service retirement.

20.03 Use in Layoff and Recall

In the event that it becomes necessary to have a reduction in personnel in the Fire Department, departmental seniority shall govern layoffs and recalls. The employee lowest on the seniority list shall be the first laid off and the last to be recalled.

20.04 Compliance With ADA

Both parties understand and agree that reasonable accommodations may be required for disabled employees in order to comply with Americans With Disabilities Act.

ARTICLE XXI - TRANSFERS

21.01 Job Openings

It is understood and agreed it is the prerogative of the City to determine the existence of a job opening; however, once a job opening(s)/vacancy(s) has been determined, the following procedure shall govern and control the rights of the parties with respect to transfers within the Bargaining Unit to fill the job opening(s)/vacancy(s).

21.02 Posting

All Fire Lieutenant, Fire Engineer, and Fire Paramedic job openings shall be posted for a period of ten (10) days. During this period, employees may submit bids to the Fire Chief to transfer into the opening.

21.03 Selection Standard

Consistent with the needs of the Department, as determined by the Fire Chief, selection of the eligible transferee shall be made by the Fire Chief based upon the principle that seniority shall be a major factor in filling job opening(s)/vacancy(s), provided the employee(s) is/are otherwise fully and equally qualified.

21.04 Appointment

The appointed transferee shall be selected within ten (10) days after the expiration of the ten (10) day posting period.

ARTICLE XXII - PROMOTIONAL EXAMINATIONS

It is understood and agreed by the parties hereto that promotion of employees is beyond the scope of this Agreement, and exclusively within the jurisdiction of the Civil Service Commission pursuant to Chapter

400, Code of Iowa, as amended. Within a reasonable period of time, the City shall post notice to the employees of the intention of the Civil Service Commission to hold written and oral examinations, in order that the employees will have the maximum opportunity to prepare for such written and oral promotional examinations.

ARTICLE XXIII - HEALTH AND SAFETY

23.01 Reasonable Safety Standards

It is the desire of both the City and the Union to maintain reasonable standards of safety within the Fire Department in order to eliminate, as much as reasonably possible, accidents, deaths, injuries, and illnesses within the fire service. To that end, the City shall not require less than two (2) employees to enter a hazardous environment and then, only, when there exists additional employees to provide support from the outside. The employees engaged in fighting a general alarm fire shall be required to exercise their best judgment for their own safety, consistent with their training and experience, in battling the fire.

23.02 Bi-Annual Cardio/Pulmonary Examination

Because of the repeated exposure of fire fighters to heat, smoke and toxic fumes, the City agrees to provide, at its expense, a cardiac/respiratory medical examination at least once every two (2) years. For fire fighters over age fifty (50), the city agrees to provide, at its expense, a cardiac/respiratory medical examination once each year, and a stress test, if determined to be medically necessary. The examination shall be arranged by the City at the medical office or hospital selected by the City and scheduled according to seniority during off duty hours. A copy of the written report of the examination will be placed on file with the employee's medical file. The Bi-Annual Cardio/Pulmonary examination shall be reviewed by the department's Labor/Management Committee and a new schedule may be established as mutually agreed.

23.03 Annual Physical Standards

The Association and the City agree to develop and establish annual physical standards and the mechanism for testing the ability for employees to meet these standards, the methods to require compliance with these standards, and any disciplinary procedure for failure to comply, through the Labor Management Committee Meetings. Once established, they shall become a part of this contractual agreement.

ARTICLE XXIV - DISCRIMINATION

The City and the Union hereby agree that neither party to this Agreement, its officers, agents, representatives, members or employees, shall discriminate against any employee because of race, color, creed, sex or national origin.

ARTICLE XXV - FIRE DEPARTMENT RULES AND REGULATIONS

25.01 Revision or Addition to the Department Rules and Regulations

Any revision or addition to the department rules and regulations shall be reviewed with the Association President, then posted for a period of not less than fourteen (14) calendar days department wide prior to implementation.

ARTICLE XXVI - LABOR-MANAGEMENT COMMITTEE

26.01 Purpose and Meetings of Committee

The parties hereby agree to form a Labor-Management Committee to discuss the concerns of either party. The Committee shall meet as needed, or at more frequent intervals at the request of either party. All meetings of the Committee shall be confidential.

26.02 Membership of Committee

The Committee shall be composed of the following:

A. For Management

1. Mayor (Co-Chairman of Committee);
2. Fire Chief, or designee;
3. Two (2) members of the Public Safety Committee;
4. Human Resources Director, or designee.

B. For Association

1. President (Co-Chairman of Committee);
2. Two (2) persons designated by the Association.

Either party may exclude one (1) or more of its representatives and both parties may invite additional persons to attend if relevant to the topic under discussion. Further, either party may, after discussion of any issue at a Labor-Management Committee meeting, place that subject on the agenda of the City Council.

ARTICLE XXVII - INDEMNITY

27.01 Liability Insurance

The City shall maintain, at its expense, full and adequate liability insurance coverage for all fire fighters for all acts and omissions in the performance of their duties as fire fighters in the City. Such coverage shall also insure fire fighters against claims for punitive or exemplary damages arising out of such acts. The limits of liability for coverage of punitive or exemplary damage shall not be less than one million dollars (\$1,000,000) per person and one million dollars (\$1,000,000) per occurrence.

27.02 Legal Representation in Event of Conflict of Interest

In the event of a Civil Suit arising from the performance of a fire fighter acting within the scope of his/her duties while in the employ of the City and the fire fighter is named as a defendant in the suit, the City shall provide an attorney with the cost to be borne by the City.

ARTICLE XXVIII - OUTSIDE EMPLOYMENT

28.01 Outside Employment

Employees shall be entitled to engage in outside employment provided the duties of the outside employment do not constitute a conflict of interest nor conflict with the employee's performance of duties with the City of Waterloo. Duties with the City shall take priority over outside employment. The Fire Chief shall issue a departmental policy outlining specific rules concerning outside employment.

ARTICLE XXIX - MANAGEMENT RIGHTS

29.01 Management Rights

The City shall have, in addition to all powers, duties and rights established by Constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and right to:

- A. Direct the work of its public employees;
- B. Hire, promote, transfer, assign and retain public employees in positions within the City, subject to the provisions of Chapter 400 of the Code of Iowa and the duly adopted Civil Service Rules and Regulations of the City where applicable;
- C. Suspend or discharge public employees for proper cause;
- D. Maintain the efficiency of governmental operations;
- E. Relieve public employees from duties because of lack of work, or for other legitimate reasons;
- F. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted;
- G. Take such actions as may be necessary to carry out the mission of the City;
- H. Initiate, prepare, certify and administer its budget;
- I. Exercise all powers and duties granted to the City by law.

ARTICLE XXX - AUTHORIZED DISCIPLINARY ACTION

30.01 Disciplinary Policy

A progressive disciplinary policy, including the concept of just cause, shall be adopted by the City which policy and any amendments thereto shall be delivered to the Union and posted on the bulletin

boards in each department where employees work for thirty (30) days before the policy is put into effect. Each employee shall be provided with a copy of the disciplinary policy.

30.02 Pre-Termination Hearing

As required by law, each employee who has completed his or her probationary period is entitled to a pre-termination hearing as provided in the disciplinary policy of the City. An employee may, however, refuse to participate or waive their right to a pre-termination hearing, which refusal or waiver must be reduced to written form.

30.03 Presence of Representative

The City agrees an employee, including a probationary employee, may be represented during any conference in which disciplinary action is contemplated by the representative of the employee's choice. In addition, the Union may be represented at such conference, as well, in the event that the employee shall so request, and in advance of the conference, shall be allowed to confer with the employee. The scheduled conference shall not be delayed, unreasonably, by virtue of the employee's request for a representative's presence.

30.04 Appeal

Any employee who has completed their probationary period and feels that they have been unjustly discharged or disciplined shall have the right to pursue an appeal thereof as provided for in Article XIX Grievance Procedure, of the Agreement.

ARTICLE XXXI - ASSIGNMENT OF A FIRE FIGHTER AS A CANINE HANDLER

31.01 Initial and Continued Assignment

The initial and continued assignment of a fire fighter as a canine handler, including the length of assignment and whether such a position exists, shall be at the discretion of the Fire Chief or his designee. The position of canine handler is not considered a separate job classification, but rather a job assignment. A fire fighter assigned as a canine handler may be subject to recall or temporary reassignment to duties other than that of canine handler.

31.02 Related Expenses

Waterloo Fire Rescue shall be responsible for all incidental expenses connected to the canine handler assignment such as dog food, bowls, leashes, harnesses, etc. In addition, Waterloo Fire Rescue shall be responsible for all veterinarian bills. Veterinarian visits, except for emergencies, shall be by a veterinarian approved by the Department. A canine handler who anticipates being out of the City and separated from his dog must notify Waterloo Fire Rescue so that the Department can make appropriate kennel arrangements at a kennel approved by the Department.

31.03 Recall, Training and Overtime Compensation

In the event a dog team is needed and is not on duty, the handler shall be recalled in accordance with Article VII (7.01) of the collective bargaining agreement at one and one half times (1½) the employee's applicable hourly rate. All training for the canine handler shall be scheduled by the Department. Training shall be done on a daily basis in addition to the regularly scheduled Department training. A canine training day shall consist of a minimum of thirty(30) minutes training

per day. The total compensation for canine handlers for off-duty training, care, feeding, veterinarian visits, etc., shall be four (4) hours per week of straight time, compensatory time.

31.04 Work Related Injuries

The Department shall compensate canine handlers for medical costs and lost time for off-duty related injuries if the following conditions are met:

- A. The canine handler shall have a verified written record of the training and circumstances surrounding the incident, including statements from any witnesses, if possible, and the time, place and manner of the injury.
- B. The canine handler must follow the City's procedure for work related injuries as outlined by the Personnel Department.
- C. If there is a disagreement as to whether an injury was a duty related or non-duty related injury, the canine handler shall have the right to grieve the dispute through the grievance procedure outlined in the Collective Bargaining Agreement.

ARTICLE XXXII – PARAMEDIC TRAINING AND TESTING

32.01 Paramedic Training

A sixty (60) day prior notification will normally be given to those fire fighters who need to attend paramedic school. Those fire fighters designated as alternates for paramedic school will normally be given the same sixty (60) day notice.

32.02 Paramedic Testing

The City of Waterloo will pay the costs for up to three (3) paramedic tests per employee. The costs for additional tests will be borne solely by the fire fighter.

ARTICLE XXXIII - MAINTENANCE OF STANDARDS

Except to the extent expressly modified or governed by the terms of this Agreement, level of benefits in the following areas in effect at the execution of this Agreement shall be maintained at their present level during the term of this Agreement:

- A. Wages
- B. Hours
- C. Vacations
- D. Insurance
- E. Holidays
- F. Leaves of absence
- G. Shift differentials
- H. Overtime compensation
- I. Supplemental pay
- J. Seniority
- K. Transfer procedures

- L. Job classifications
- M. Health and safety matters
- N. Evaluation procedures
- O. Procedures for staff reduction; and
- P. In-service training.

Any alteration by the City during the term of this Agreement of any of the above-enumerated benefits, not provided for in this Agreement, shall be subject to the consent of the Union and/or affected employee, which consent shall not be unreasonably withheld. The City shall give written notice of any proposed change to the Union and any affected employee. Thereafter, the terms and provisions of Article XVIII - Grievance Procedure, shall control.

ARTICLE XXXIV - SAVINGS CLAUSE

If any Article or Section of this Agreement, or any Addendum thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such a tribunal, the remainder of this Agreement and Addendum shall not be affected thereby, and this Agreement and Addendum shall remain in full force and effect.

ARTICLE XXXV - TERM

35.01 Three (3) Year Period

This Agreement shall be in full force and effect from and after July 1, 2006 to and including June 30, 2009, and shall continue in full force and effect from year to year thereafter, unless either party shall give written notice to the other of their intention and desire to change and/or modify, amend or terminate the same no later than the 1st day of October preceding the expiration date of this Agreement, or any annual renewal period thereof.

35.02 Agreement Reopener

It is understood and agreed by and between the parties hereto that this Agreement shall reopen for purposes of further negotiation and agreement on the below-listed subjects, if the reopening is desired by either party, and written notice by the party desiring to reopen is given to the other of their intention and desire to reopen the contract on the following subjects:

For Contract Year Beginning on July 1, 2009, this Contractual Agreement shall open in its entirety in accordance with the notice provisions contained in Article 35.01.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day
of _____, 2006

MAYOR

President, Fire Fighters Local #66

HUMAN RESOURCES DIRECTOR

Member, Negotiation Committee

Member, Negotiation Committee

Member, Negotiation Committee

Member, Negotiation Committee

Member, Negotiation Committee

IAFF CBA effective 07/01/06